

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

STEVEN GETER	§	
	§	ACTION NO. 4:07-CV-658-Y
VS.	§	
	§	
RHINO MEDICAL STAFFING, LLC,	§	
ET AL	§	


ORDER STAYING CASE AND ADMINISTRATIVELY  
CLOSING CASE AND MOOTING MOTION TO COMPEL ARBITRATION

The Court has before it Plaintiff's agreed motion (doc. #9) to stay these proceedings pending the parties' arbitration of this matter with the American Arbitration Association. According to the agreed motion, the parties have come to an agreement regarding arbitration and this agreement resolves all issues raised in Defendants' motion (doc. #5) to compel arbitration and to stay or dismiss this case.

A court has the inherent power to stay an action in the interests of efficient and fair resolution of the disputed issues. *See Landis v. North Am. Co.*, 299 U.S. 248, 254 (1936). "The stay of a pending matter is ordinarily within the trial court's wide discretion to control the course of litigation." *In re Ramu Corp.*, 903 F.2d 312, 318 (5<sup>th</sup> Cir. 1990). Accordingly, the above-styled and -numbered cause is hereby STAYED pending arbitration. Further, in an effort to manage this Court's docket more efficiently, the above-styled and -numbered cause is hereby ADMINISTRATIVELY CLOSED. The case may be reopened, without prejudice, upon the motion of either party, after the conclusion of arbitration. The right to reopen this case shall continue until thirty (30) days after the conclusion of arbitration.

Finally, in light of the parties' agreement to arbitrate, Defendants' motion (doc. #5) to compel arbitration is RENDERED MOOT.

SIGNED January 23, 2008.

  
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TERRY R. MEANS  
UNITED STATES DISTRICT JUDGE